

GOVERNMENT OF ANDHRA PRADESH
A B S T R A C T

Municipal Administration & Urban Development Department – APTIDCO – Houses taken up under AHP, PMAY (U) – Acceptance of the recommendations of the Technical Committee of Chief Engineers on completion of EWS houses – Orders – Issued.

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MUNICIPAL ADMINISTRATION & URBAN DEVELOPMENT (UH) DEPARTMENT

G.O.Rt.No.1239

Dated:13-11-2025

Read the following:

1. From the Managing Director, APTIDCO, Vijayawada, Lr.No.2320/Gen./ CTOIII/ APTIDCO, dt.19.11.2024.
2. G.O.Rt.No.924, MA&UD (UH) Dept., dt.27.11.2024.
3. From the Managing Director, APTIDCO, Vijayawada, Letter No.2320/Gen/CTOIII /APTIDCO, dt.31.01.2025.
4. G.O.Rt.No.204, MA&UD (UH) Dept., dt.21.03.2025.
5. Report of Technical Committee dt.30.06.2025 submitted through MD, APTIDCO, Lr.No: 2320/Gen/CTO-III/APTIDCO, Dated: 03.07.2025.
6. Lr.No.MAU-USIOHB(OTH)/01/2025, dt.21.07.2025 from Chairman, Technical Committee through MD, APTIDCO.

ORDER:

In the reference 1st read above, the Managing Director, APTIDCO, Vijayawada while informing about various developmental works initiated on the houses taken up under AHP, PMAY-(U) has requested to form a Committee of Chief Engineers of various departments to examine and suggest "way forward" on completion of EWS houses taken up by APTIDCO, to conduct a detailed analysis and offer specific recommendations on the following issues:

- A. Claims raised by the various contract agencies such as price escalation as per the
i) G.O.Ms.No.94, TR&B(R.I) Dept., dated 16.04.2008 and
ii) G.O.Ms.No.35, TR&B(R.I) Dept., dated 30.01.2009 and extra and additional deviated items duly verifying the previous Committee-III remarks and government orders.
- B. Stalled works/closure of contracts due to drastic curtailment of units i.e., SPCL, NCC, L&T, VNC etc.
- C. Waiver of Interest on Mobilization of advance during the HALTED Period as requested by contractors.
- D. Payment for repainting the housing works for which no government orders were given.

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2. In the reference 2nd read above, the Government had constituted a committee with the following Chief Engineers of various departments to examine and suggest "way forward" in completion of EWS houses taken up by APTIDCO to conduct a detailed analysis and offer specific recommendations on the issues mentioned at para (1) above:

- a. Engineer in Chief, Public Health – Chairman
- b. Group Director, CRDA
- c. Chief Engineer, R&B (Buildings)
- d. Chief Engineer, APUFIDC
- e. Representative from Vigilance & Enforcement Dept.
- f. Chief Engineer, APTIDCO – Convenor

3. In the reference 4th read above, the Government had modified the composition of the committee by replacing the Representative from Vigilance & Enforcement Department with the Chief Engineer, ADCL in the Technical Committee. The revised composition of the Committee is as follows: -

1. Engineer in Chief, Public Health – Chairman
2. Group Director, APCRDA
3. Chief Engineer, R&B (Buildings)
4. Chief Engineer, APUFIDC
5. Chief Engineer, ADCL
6. Chief Engineer, APTIDCO – Convenor

4. In the reference 5th read above, the Technical Committee under the chairmanship of Engineer-in-Chief, Public Health has examined the views of the stakeholders and submitted its final report containing its recommendations to Government through the Managing Director, APTIDCO.

5. Government, after careful examination of the matter, hereby accept the recommendations of the Technical Committee of Chief Engineers on the completion of EWS houses taken up by APTIDCO under the AHP of PMAY (U), as **appended to this order.**

6. The Managing Director, APTIDCO, Vijayawada shall take further necessary action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

S SURESH KUMAR
PRINCIPAL SECRETARY TO GOVERNMENT

To

The Managing Director, APTIDCO, Vijayawada.
The Engineer-in-Chief, Public Health, Tadepalli.

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The Group Director, APCRDA, Vijayawada.
The Chief Engineer, R&B (Buildings), Vijayawada.
The Chief Engineer, APUFIDC, Vijayawada.
The Chief Engineer, ADCL.
The Chief Engineer, APTIDCO, Vijayawada (Convenor).
Copy to:
The C&DMA, AP
The OSD to Hon'ble Minister for MA&UD.
The PS to Prl. Secretary to Govt., MA&UD Dept.
Sf/Sc.

// FORWARDED BY ORDER //

SECTION OFFICER

Annexure to G.O.Rt.No.1239, MA&UD (UH) Department Dt. 13.11.2025.
Recommendations of Technical Committee for APTIDCO

Sl. No	Agencies Request	Agreement Condition / Government Orders if any	Technical Committee Recommendations
1	The request by the Agencies is implementation of GO.Ms.No. 94 of TR & B, Dated:16.04.2008& GO. Ms. No. 252 TR & B (RI), Department Dated. 28.08.2008 Price adjustment for the agreement extended period (EOT period) and also requesting Price adjustment in case of handing over of site is delayed by department.	As per the Agreement Clause No.46.1,the Price Adjustment is applicable for Cement, Steel, Bitumen& POL used for construction as per GO.Ms.No. 94 of TR & B, Dated: 16.04.2008 &GO.Ms.No. 252 TR & B (RI), Department Dated. 28.08.2008. Price adjustment triggers only when the variation is beyond +/- 5% only. Price adjustment is applicable within original Contract period or period extended on grounds of the departmental delays and valid reasons and shall not be applicable to the Extensions granted on account of the Contractors fault as envisaged in G.O.Ms..94 of I&CAD (COD) Dept. dt.01-07-2003. <i>In this connection previously 1st EOT was granted by the then Chief Technical Officer duly informing that "you are not entitled for any Price escalation/extra cost for value of work to be executed during the period of extension". AND For further EOT the Government has sanctioned EOT without liquidated damages and without Price escalation charges as per the recommendations of Committee-III.</i>	The committee opined that the price adjustment shall be applicable with in original contract period or period extended on the grounds of the departmental delays with valid reasons as per G.O.Ms.No.94 of TR & B, Dated: 16.04.2008 if this is incorporated in the Agreement. (1) The Technical Committee examined and recommend to allow the price adjustment amount in the Agreement period as per Agreement conditions. (2) For beyond Agreement period i.e., for EOT period earlier approved Competent Committee-III recommendations or Government orders will holds good as the Committee-III is competent in Recommending EOT. (3) If Handing over of site to any location in the Package is abnormally delayed due to various reasons, it is recommended to consider releasing the payment for Price adjustment for such location only from the site handing over to the stipulated Agreement period. (4) Further for future work to be done portion for approval of EOT place before Committee-III duly explaining the justification for delay in completion of work for offering their specific recommendations as the Committee-III is competent for approval of EOT beyond Six months of Agreement period.

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2	The request by the agencies is w.r.t the G.O.Ms No.35 of TR & B Department Dated: 30.01.2009 for price adjustment of rates is to be adopted and payment to be made for the agreement period and extended period (EOT)and also requesting Price adjustment in case of handing over of site is delayed by department.	As per the Agreement Clause No.46.4, Price Adjustment will be allowed vide GO.Ms.No. 35 of TR & B Department Dated: 30.01.2009. As per G.O., it is applicable for all other items (other than steel & cement) including water supply, sanitary and electrical, labour charges and machinery charges price adjustment shall be effected in the ongoing works by adjusting the difference in estimate rates to that of prevailing SSR rates whenever there is a change in SSR. <i>In this connection Previously 1st EOT was granted by the then Chief Technical Officer duly informing that "you are not entitled for any Price escalation/extra cost for value of work to be executed during the period of extension". AND For further EOT the Government has sanctioned EOT without liquidated damages and without Price escalation charges as per the recommendations of Committee-III.</i>	The committee opined that the price adjustment shall be applicable with in original contract period subject to work done within the agreement period or period extended on the grounds of the Departmental delays and shall not be applicable to the extensions granted on account of the contractors fault as envisaged in G.O.Ms..94 of I&CAD(COD) Dept. dt.01-07-2003 provided the G.O.No.35 relates to price adjustment is incorporated in the Agreement. (1) The Technical Committee examined and recommend to allow the price adjustment amount in the Agreement period as per Agreement conditions. (2) For beyond Agreement period i.e., for EOT period earlier approved Competent Committee-III recommendations or Government orders will holds good as the Committee-III is competent in Recommending EOT. (3) If Handing over of site to any location in the Package is abnormally delayed due to various reasons, it is recommended to consider releasing the payment for Price adjustment for such location only from the site handing over to the stipulated Agreement period. (4)Further for future work to be done portion for approval of EOT place before Committee-III duly explaining the justification for delay in completion of work for offering their specific recommendations as the Committee-III is competent for approval of EOT beyond Six months of Agreement period.

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3	The request by the agencies regarding payment for extra and deviation items.	<u>Entrustment of Additional items:</u> 40.3.2 Entrustment of the additional items contingent to the main work and within the scope of contract will be authorized by the Employer and the contractor shall be bound to execute such additional items at no extra cost to the Employer and the cost of such items shall be deemed to have been included in the contract price quoted. Entrustment of the additional items of work contingent to main work and outside the scope of the contract will be authorized by the employer with the prior approval of the Government and the contractor shall be bound to execute such additional items and shall be compensated at the price decided by the Government. 40.3.3 Whenever additional items not contingent on the main work and outside the scope of original contract are to be entrusted to the Contractor, entrustment of such items and the price to be paid shall be referred to the Government for final decision. And as per GO. Ms. No. 50 of I&CAD (PW-REFORMS) Department Dated: 02.03.2009 for execution of works under EPC system.	The Technical Committee examined and recommends to allow payments duly following the procedure as follows. If the items executed as per the site condition or the instructions from higher authorities not contingent to the main work and outside the scope of contract for which deviation statement shall be prepared with financial implications and to be placed before the related Committee-III, with the recommendations of Committee-III shall be referred to the Government for kind approval before making payment to the Contractors as per Agreement Conditions. Further the Technical Committee opined that scope of work regarding examining and recommending additional amounts to be paid to the contractor for additional works i.e., (a) not contingent on the main work and (b) contingent but outside the scope of original contract shall be included in the scope of committee III and to that extent the amended G.O is to be issued in place of G.O.Ms.No.490 of MA&UD(UH)Dept.dt.02-11-2020.
4	The request by the agencies to waiver of interest on mobilization advance during	As per agreement clause No. 49.3 The above advance shall bear an interest of prevailing SBI PLR+2% per annum or as per Finance Department instructions. The interest on the amounts paid	The Technical Committee examined and recommend to Government for Waiver of Interest on outstanding Mobilization advance from 29-05-2019 (sudden halt of works as per Government orders) till

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	halt period i.e., from 29.05.2019 to 20.07.2021.	as advance is chargeable from the date the amount is paid. However if completion is delayed by circumstances beyond control of the contractor for which an extension has been granted by the competent authority the interest charges on such advances shall be waived for the period of extension. In this regard, the BoCE's Committee in the 8th Meeting Dt.29.12.2021 and in the 9th Meeting Dt. 23.11.2023 have discussed and Minutes of Meeting Communicated to MD, APTIDCO "to address the Government to permit to waive the interest on Mobilization advance during the effected period of extension for which work has hampered". Already addressed a letter to Government vide T.O. General/CTO-II/APTIDCO/2018-19 Dt: 06.03.2023 but, orders are awaiting.	the date of resumption of work 20-07-2021 as the works got suddenly halted due to policy decision of the then Government.
5	The Request by the agencies is w.r.t Payment of amount lost on revision of payment components in de-scoped and curtailed units.	As per G.O.Ms.No.50 I&CAD(PW-Reforms) Dept. Dt: 02-03-2009, In case of EPC contract, Payments are made as per payment schedule given. The payment schedule can be sub divide into sub-components. Quantities are not indicated in the Agreement or bill. In case of execution of unfinished work of agency the quantities have to be worked out by the department. Further, all original housing agencies mutual consent have been given for de-scoping the units and agreed for the measurements of the items of	The technical committee examined and recommend as follows. a) Regarding de-scoped units item wise rates are to be prepared as per the approved Estimate for all the components/sub components and payments may be made to contractors as per measurements up to value of work done portion. (b)Regarding curtailed units payments may be released as per approved Stage wise Schedule of Payments for Components/ Sub Components for the finished items of work as per Revised payment schedule. For unfinished components the payment shall be

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		work executed and release of payment shall be as per the contractual obligation, and MoU entered accordingly.	arrived/calculated as per measurements up to work done portion as per revised estimate.
6	The request by the agencies is w.r.t. to implementation of New Sand policy.	The Government issued orders to MD, APTIDCO for implementation of minutes of the 6 th & 7 th BOCE recommendations regarding new sand policy vide Lr.No.1572135/2021/UH/A1 of MA & UD Department Dt:20.02.22 of Special Chief Secretary to Govt, MA & UD Department.	The technical committee examined and recommend to follow the Government orders issued to MD, APTIDCO vide Lr.No. 1572135 /2021/ UH/A1 of MA & UD Department Dt:20.02.2022 in relating to implementation of new sand policy.

S SURESH KUMAR
PRINCIPAL SECRETARY TO GOVERNMENT